

OFFICIAL FILE  
ILLINOIS COMMERCE COMMISSION

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

ORIGINAL

WOODMEN OF THE WORLD LIFE INSURANCE  
SOCIETY,

Complainant,

V.

COMMONWEALTH EDISON COMPANY,

Respondent.

00-0179

CHIEF CLERK'S OFFICE

FEB 22 3 30 PM '00

ILLINOIS  
COMMERCE COMMISSION

COMPLAINT

Complainant, Woodmen of the World Life Insurance Society ("Woodmen" or "Complainant"), complains of Respondent, Commonwealth Edison Company ("ComEd"), and respectfully states, on information and belief, as follows:

1. Woodmen is a corporation formed under the laws of the State of Nebraska with its principal address at Woodmen of the World Life Insurance Society 1700 Farnam Street, Omaha, Nebraska 68102.

2. ComEd is an Illinois corporation with its principal address in Chicago, Illinois. Its address is Commonwealth Edison Company, 125 S. Clark Street, Suite 1535, Post Office Box 767, Chicago, Illinois 60690. ComEd is a public utility within the meaning of the Illinois Public Utilities Act and is engaged in the business of furnishing electric service in various portions of the State of Illinois,

3. Woodmen has attempted to resolve its differences with ComEd through the Commission's informal complaint procedures pursuant to 83 Ill. Admin. Code 9200.170 by filing an informal complaint with the Consumer Assistance Section on January 20, 2000, as well as prior attempts made by Woodmen. Despite the efforts and cooperation of Woodmen, its

hand  
del-  
out  
copy

management agent and its attorneys, the Woodmen has been unable to resolve its dispute with ComEd through the informal complaint procedure.

4. Woodmen owns a shopping center known as the Village Market located at 335 N. LaGrange Road, La Grange Park, Illinois 60525-5622 (the "*Village Market*"). At all relevant times, the Village Market has been managed by Woodmen's management agent, TB&Z Realty Management Corp. ("*TB&Z*"), whose address is at the above address and is the recipient of the bills at issue.

5. At all relevant times, the Village Market has been located within ComEd's service area and has been a customer of ComEd. ComEd has billed TB&Z as Woodmen's management agent for the Village Market under two separate accounts labeled Village Market South ("*VM-South*") and Village Market North ("*VM-North*"). At all material times, VM-South and VM-North have been classified by ComEd as commercial customers under its standard rate 6, subject to the riders noted on the bills attached hereto as Exhibit A.

6. In or about July, 1999, ComEd issued to the Village Market adjusted bills covering all or part of a twenty-one (21) month period between May, 1996 through February 19, 1998 (the "*Adjustment Period*") (attached hereto as Exhibit A).

7. Because Woodmen and its management agent were unable to understand the adjusted bills and determine their accuracy, Woodmen (through TB&Z) engaged Schedin & Associates ("*Schedin*") to analyze the invoices. Pursuant to its engagement, Schedin issued a report (the "*Schedin Report*"), a copy of which is attached hereto and incorporated herein as Exhibit B.

8. Upon information and belief at all relevant times the VM North and VM South facilities have each had prime meters that measure the total amount of electricity supplied by

ComEd. In addition, ComEd has installed at all relevant times, sub-meters for individual tenants of the Village Market.

9. ComEd is supposed to subtract the usage by individual tenants from usage recorded on the prime meters for VM-North and VM-South and bill those accounts for net amount of usage not billed to tenants.

10. Based on the adjusted bills issued by ComEd in July, 1999 and further investigation by Schedin, ComEd has, at all relevant times, billed and received payment of electrical usage from individual tenants for which it has also billed VM-South and VM-North.

11. Based upon Schedin's analysis and the information disclosed in the adjusted bills, Woodmen discovered that ComEd had engaged in various violations of the Illinois Public Utilities Act and billing improprieties, including without limitation:

A. Double billing of the VM-South and VM-North accounts, for electrical service provided to the Village Market's tenants which had been sub-metered and billed to those tenants;

B. Failure to subtract sub-metered and separately billed electrical usage by Village Market tenants from the bills issued to VM-South and VM-North;

C. Rendering estimated bills for periods well in excess of two consecutive months in violation of 83 Ill. Adm. Code §280.80;

D. Rendering estimated bills in July, 1999 for every month covering a 21-month period for electrical service that allegedly had been provided but had not billed two years earlier, in violation of 83 Ill. Adm. Code §280.100;

E. Rendering bills based on estimates that are not supported by actual metering data:

F. The failure by ComEd to install a sub-meter for a tenant named Mid-City Bank and the failure to credit VM-North for that tenant's usage;

G. Double-billing related to a billing format change for a ninety-one (91) day period; and

H. Increased bill amounts resulting from estimation procedures during billing delays of four and six months. Those bills had demand charges that reflected the highest demand occurring within the elongated period, charged for the entire period.

12. Although the adjusted bills for VM-South purported to give a billing credit of \$33,959 for the Adjustment Period, the Schedin Report concluded that the credit understated the total credit owed by ComEd for the entire Adjustment Period by at least \$35,563. Among other things, the ComEd credit in the Adjustment Period covered only eight months out of the twenty-one month Adjustment Period and did not include subtractions for 11 of 19 sub-meters on VM-South. Other errors included one time billing errors and failure to sub-meter Mid-City Bank (a VM-North tenant) or to subtract its usage from the VM bills. Based on those errors, all of which are more fully described in the Schedin Report, ComEd owes Woodmen the sum of \$125,463 for the Adjustment Period.

13. Upon information and belief and based on information provided in ComEd's adjusted bills and the further analysis of Schedin, the bills sent to and paid by Woodmen for the VM-South and VM-North accounts during the period between 1960 and 1996 included at least \$39,726 per year for electrical service by tenants (based on current rates) that was submetered and charged to tenants.

14. By virtue of the foregoing circumstances, ComEd has violated the Illinois Public Utilities Act, including, *inter alia*, Sections 9-101, 9240, and/or 9-252.1 thereof (220 ILCS 5/9-101, 9-240, and/or 9-252.1), and 83 Ill. Adm. Code, §§280.75, 280.80 and 280.100.

15. Furthermore, ComEd has violated 83 Ill. Adm. Code §280.160 by failing to investigate and work diligently toward prompt resolution of the issues raised herein.

16. Despite repeated requests, Woodmen, through TB&Z, its consultants and its counsel, ComEd has failed or refused to provide back-up documentation, supporting schedules, sub-metered invoices or information to substantiate its invoices. Additionally, ComEd has repeatedly failed to clearly communicate its actions and positions to its customers. Consequently, Woodmen has required to incur substantial consultant and attorneys fees and other expenses.

17. Complainant did not discover, and could not reasonably have discovered, the matters complained of herein until after the completion by its consultants of their analysis of the information contained in ComEd's July, 1999 adjusted bills and information subsequently made available.

**WHEREFORE,** Woodmen respectfully requests the Commission to enter an order, or otherwise provide, for the following relief:

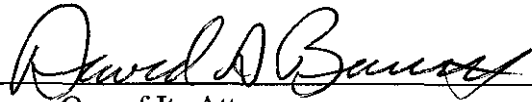
- A. order ComEd to refund all excessive or improper monies paid to ComEd by Woodmen;
- B. disallowance of ComEd's claimed debit in regard to the VM-North account;
- C. order ComEd to correct and/or supplement all necessary metering;
- D. order ComEd to cease and desist from its improper billing practices;
- E. reimburse Woodmen for its costs and expenses, including but not limited to, consultant and attorney fees to the extent permitted by law;
- F. interest on all sums due to Woodmen as provided by law; and

G. such further relief as the Commission deems proper.

Respectfully submitted,

WOODMEN OF THE WORLD LIFE INSURANCE  
SOCIETY

By




One of Its Attorneys

David S. Barritt  
Joanna C. Kitto  
CHAPMAN AND CUTLER  
111 West Monroe Street  
Chicago, Illinois 60603  
(312) 845-3000

Attorneys for Complainant

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

1. I am the president of T.B.&Z. Realty and Management Corp., the management agent for the Village Market Shopping Center in LaGrange Park, Illinois, which is owned by Woodmen of the World Life Insurance Society ("Woodmen"). I am duly authorize to sign this Verification on Woodmen's behalf.
2. The facts set forth in the foregoing Complaint are true and correct to the best of my knowledge.
3. I make this Affidavit based on my personal knowledge and on the investigation of Woodmen's consultants.

  
Lester S. Barritt

Subscribed and sworn to before me  
this 21<sup>st</sup> day of February, 2000

Graciela Vnaja  
Notary Public



**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION**

WOODMEN OF THE WORLD LIFE INSURANCE  
SOCIETY,

Complainant,

V.

COMMONWEALTH EDISON COMPANY,

Respondent.

**NOTICE**

TO: Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690

PLEASE TAKE NOTICE that a formal Complaint has been filed against Respondent, Commonwealth Edison Company ( "*ComEd*" ), with the Chief Clerk's office of the Illinois Commerce Commission on February 22, 2000 by Complainant, Woodmen of the World Life Insurance Society ( "*Woodmen*" ), 1700 Farnam Street, Omaha, Nebraska 68102. Woodmen owns the Village Market Shopping Center located at 335 N. LaGrange Road, La Grange Park, Illinois 60525-5622 (the "*Village Market*" ), and, through its management agent, TB&Z Realty Management Corp. ( "*TB&Z*" ), is a customer of ComEd. A copy of the Complaint is attached.

Woodmen's Complaint alleges various billing and other improprieties respecting electric service to the Village Market Shopping Center in violation of the Illinois Public Utilities Act, including, *inter alia*, Sections P-101, 9-240, and/or g-252.1 thereof (220 ILCS 5/9-101, 9240, and/or P-252.1), and 83 Ill. Adm. Code, §§280.75, 280.80, 280.100 and 280.160. Jurisdiction for the hearing to be held is also conferred by 220 ILCS 5/10-101 *et seq.*

1032160. 01. 01  
0812859

A copy of this Notice and Complaint was served on the foregoing Respondent by first class mailed deposit at Springfield, IL this 2nd day of February, 2000 *Paul A. H. [Signature]*



The Commission has jurisdiction to hear the Complaint herein pursuant to 220 ILCS 5/10-101 ~~et~~ seq. A hearing will be held at the offices of the Commission at 100 West Randolph Street, Chicago, Illinois 60601 on \_\_\_\_\_, \_\_\_\_\_, 2000 at \_\_\_\_\_.m.